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AGREEMENT

Between

NATAWAM-ABERDEEN REGIONAL BOARD OF EDUCATION

(MONMOUTH) COUNTY, NEW JERSEY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

(Catherine W. Lewis)

X July 1, 1989 through June 30, 1991

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
1 RECOGNITION	1
1.1 Employee Titles Covered	1
1.2 Changes in Contract by Mutual Agreement Only	1
1.3 Employee Titles Excluded	1
2 DEDUCTIONS FROM SALARY/REPRESENTATION FEE	1
2.1 Union Dues	1
2.2 Representation Fee (Agency Shop)	1
2.3 Union Notification to Board of Dues Rate	2
2.4 Board Notification to Union of Personnel Actions	2
2.5 Idemnification from Union to Board	2
3 PROBATIONARY PERIOD	3
3.1 New Employees (22 Days and 20 Days More Upon Request)	3
3.2 Discharge for Any Reason	3
3.3 Existing Employees: New Titles and Potential Return	3
4 MANAGEMENT RIGHTS	3
4.1 Board Powers	3
4.2 Levels of Staffing	3
5 MAINTENANCE OF OPERATIONS	4
5.1 No Strike Clause	4
5.2 No Lockout Clause	4
6 NON-DISCRIMINATION	5
6.1 Due to Affirmative Action or Union Membership	5
7 BULLETIN BOARDS	5
7.1 Union Use	5
8 MODIFICATION OF AGREEMENT/FULLY BARGAINED/COMPLETE AGREEMENT	5
8.1 Mutual Agreement Only	5
8.2 Fully Bargained/Complete Agreement	5
9 VISITATION	5
9.1 Notification of Visits to Board by Union	5
10 SAFETY	6
10.1 Safe Conditions	6
10.2 Safety Committee	6
11 SEPARABILITY AND SAVINGS	6
11.1 Contract Remains in Force	6

TABLE OF CONTENTS continued:

	<u>PAGE</u>
12 GRIEVANCE PROCEDURE	6
12.1 Grievance Definition	6
12.2 Procedure	6
12.3 Board Grievances	8
12.4 Time Limits	8
12.5 Right to Representation	8
13 WORK DAY, WORK WEEK, WORK YEAR	8
13.1 Work Year	8
13.2 Summer Food Service	8
13.3 Work Week	8
13.4 Work Day	8
13.5 Break Times	8
13.6 Pay for Meetings	9
14 OVERTIME AND PREMIUM PAY	9
14.1 Time and One-Half Beyond 40 Hours	9
14.2 Board May Not Avoid Overtime by Scheduling	9
14.3 Overtime to be Divided Equally as Possible	9
14.4 No Payment in Following Month	9
14.5 Posting of Overtime Day Before Whenever Possible	9
14.6 Employees Expected to Work Overtime	9
14.7 Holiday and Sundays: Double Time	9
15 SENIORITY AND VOLUNTARY SEPARATION FROM EMPLOYMENT	9
15.1 Definition	9
15.2 Layoffs (Greatest Extent Possible)	9
15.3 Transfers/Promotions	9
15.4 How Ended	10
15.5 Notice of Termination to Board from Employees	10
16 HEALTH BENEFIT INSURANCE	10
16.1 Blue Crose	10
16.2 Optical/Prescription Reimbursement	10
16.3 Dental	10
16.4 Non-duplication	10
16.5 Right to Change Carriers	10
17 CLOTHING	11
17.1 Amount to Regular Kitchen Worker	11
17.2 Method of Payment	11
18 TRAVEL ALLOWANCE	11
18.1 IRS Rate	11
19 LEAVES/VACATIONS	11
19.1 60 Days or More by Request	11
19.2 Sick Days (New Employees One Per Month)	12
19.3 5 Days or More: Doctor's Note Required	12
19.4 Required Exam at Board Request	12
19.5 Non-used Sick Day Bank: 60 Day Cap	12
19.6 Sick Leave: Continued Payment of Benefits	12
19.7 Vacations	12

TABLE OF CONTENTS continued:

	<u>PAGE</u>
20 BUMPING	13
20.1 When Bumping Occurs	13
20.2 Procedure	13
20.3 Reduction of Hours	14
21 POSTING OF VACANCIES AND LONG-TERM SUBSTITUTES	14
21.1 Selection of Employees to Fill Vacancies	14
21.2 Definition of Vacancy	14
21.3 30 Working Day Limit for Posting and Interviewing	15
21.4 Summer Posting Procedure	15
21.5 Long-term Substitute Provisions	15
22 TRANSFERS AND REASSIGNMENTS	15
22.1 Not for Discipline	15
22.2 Hardship Requests	15
23 SUCCESSORS AND ASSIGNS	15
23.1 Binding	15
24 JURY DUTY	15
24.1 Time Off With Pay Differential	15
25 BEREAVEMENT LEAVE	16
25.1 Close Relative: 5 Days	16
25.2 Other Relative: 1 Day (Day of Funeral)	16
26 GUARANTEED HOURS	16
26.1 Failure to Notify: Receive 1/2 Hours or Pay	16
26.2 Once Shift is Started: Guaranteed Pay or Work	16
26.3 Excused or Work at Supervisor's Decision	16
26.4 Minimum of 2 Hours Guaranteed	16
27 HOLIDAYS/PERSONAL DAYS	16
27.1 11 Days Paid	16
27.2 Listing of Days	16
27.3 Alternate Days May be Scheduled by Board	17
27.4 Personal Days	17
28 WAGES	17
28.1 7.5% and 7.25% Across Board	17
28.2 Higher Classification Work Receives Higher Pay	17
28.3 All Authorized Hours Paid	17
28.4 Training Time and Pay	17
28.5 Longevity Pay for 15 Years of Service	17
28.6 Pay in Lieu of Substitute Assignment	17
29 TERM AND RENEWAL	18
29.1 Length of Contract	18
APPENDIX I	
1989/90 and 1990/91 Salary Rates	19

PREAMBLE

This AGREEMENT made and entered into this 29th day of June 1989, by and between the MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION, Monmouth County, New Jersey, (hereinafter called the "Board"), and SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, (hereinafter called the "Union").

ARTICLE 1 RECOGNITION

- 1.1 The Board hereby recognizes the Union during the life of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Cafeteria employees of the Matawan-Aberdeen Regional School District, including:
 - Cook(s)
 - Baker(s)
 - Leader(s)
 - General Worker(s)
 - Cafeteria Aide(s)
 - Food Truck Employee(s)/General Worker(s)
- 1.2 The Board shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Board shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this agreement.
- 1.3 Excluded from the bargaining unit shall be managerial executives, confidential employees, professional and craft employees, supervisors, and all other individuals employed by the Board not specifically enumerated above.

ARTICLE 2 DEDUCTIONS FROM SALARY/REPRESENTATION FEE

- 2.1 The Board agrees to deduct from the salaries of its employees covered under this Agreement, dues for the Service Employees International Union, AFL-CIO, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Union by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Union.
- 2.2 Effective July 1, 1988, if any employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employees' per capita cost of services rendered by the Union as majority representative.

- 2.2.1 Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.
- 2.2.2 Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.
- 2.2.3 The employer shall remit the amount deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.
- 2.2.4 These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- 2.2.5 The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
- 2.2.6 The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Union shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.
- 2.3 The Union named shall certify to the Board, in writing, the current rate of its membership dues. If the Union shall change the rate of its membership dues, it shall give the Board 30 days written notice prior to the effective date of such change.
- 2.4 The Board shall notify the Union of all official personnel actions that would affect the change of status of members of the bargaining unit. The Union shall certify to the Board, in writing and within 30 days, the exact change, if any, that is necessary with regard to salary deductions.
- 2.5 The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon said salary deduction authorization cards submitted by the Union to the Board.

ARTICLE 3
PROBATIONARY PERIOD

- 3.1 The first twenty-two (22) working days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board may extend the probationary period for an additional twenty (20) working days justified upon notification to the Union.
- 3.2 During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of the newly engaged probationary employees if they are dismissed during the probationary period.
- 3.3 The first twenty-two (22) working days of employment in a new job title for any existing employee(s) will be considered a probationary period for the purpose of this Agreement. The Board may extend the probationary period for an additional twenty (20) working days upon written notification to the Union.
 - 3.3.1 During the aforementioned probationary period, the employees service in the new position may be terminated by the Board for any reason.
 - 3.3.2 Upon such termination the employee shall be entitled to return to such position as his/her seniority shall determine.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1 The Board hereby retains and reserves unto itself, without limitation, all legal powers, legal authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
 - 4.1.1 The exercise of the foregoing powers, rights, authority, duties and other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- 4.2 The administration will meet with the SEIU for purposes of securing input as to the number and kind of positions and hours needed so as to run an efficient cafeteria operation at reasonable cost with appropriate quality meals. Said analysis will be completed by the end of the second week in October assuming normal operations. The final decision shall be the Board's.

ARTICLE 5
MAINTENANCE OF OPERATIONS

- 5.1 It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance to the citizens of the Matawan-Aberdeen Regional School District, and that there should be no interference with such operations.
- 5.1.1 The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment: work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.
- 5.1.2 This Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Board, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.
- 5.1.3 In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Board to take any disciplinary action up to and including termination of the employment of such employee or employees.
- 5.1.4 Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- 5.2 The Board agrees that there shall be no lockout of employees nor undue denial of work.
- 5.2.1 When it is in the best interests of the Board and/or the schools to hold school open for pupil attendance in accordance with statutory provisions and/or in order to obtain state aid payments during any strike, work stoppage, slowdown, walkout or other job action by any employee or group of employees, the Board shall endeavor to include lunch periods for all pupils present at such time.

ARTICLE 6
NON-DISCRIMINATION

- 6.1 There shall be no discrimination by the parties against an employee on account of race, color, age, creed, sex or national origin.
- 6.1.1 No employee shall be discriminated against because of their membership in the Union, or because of any lawful activities by such employees on behalf of the Union.

ARTICLE 7
BULLETIN BOARDS

- 7.1 The employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting notices, communications, or other information in connection with the Union and its activities.

ARTICLE 8
MODIFICATION OF AGREEMENT/FULLY BARGAINED/
COMPLETE AGREEMENT

- 8.1 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties thereto.
- 8.2 This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties. It is agreed that all matters referred to in this Agreement -- and all matters not referred to in this Agreement but discussed during the negotiations that resulted in this Agreement, could have been discussed in such negotiations, or were not within the contemplation of either of the parties -- shall not be open for negotiations during the term of this Agreement, unless otherwise specifically provided for in this Agreement. Both parties hereby waive any right they may have to require bargaining on such matters. Both sides have until April 3, 1988 to present past/present side-bar agreements to be appended to the contract unless mutual agreement exists to void them.

ARTICLE 9
VISITATION

- 9.1 The Union, through its representatives, shall have access and the right to visit working areas of the school in the district where employees covered by this Agreement are assigned during normal working hours. However, the Union agrees that it shall not interfere with any working operations in the district, and shall notify the Cafeteria Manager in advance and shall register with the Building Administrator, or the designee of the Building Administrator.

ARTICLE 10
SAFETY

- 10.1 The employer will insure that all conditions of work are maintained in a safe working environment, and further, that all safety devices and necessary equipment are supplied to maintain a safe environment. This includes equipment required by the various health codes and other applicable statutes.
- 10.2 A safety committee shall be established and made up of the Chief Steward and the Department Head. This committee may meet whenever called by a majority of the committee, but shall meet not less than once every four (4) months. The committee shall be responsible for inspection and implementation of all safety rules. The committee shall have the right to recommend all necessary provisions to insure the safe operation and protection of employees at the work sites.

ARTICLE 11
SEPARABILITY AND SAVINGS

- 11.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 12
GRIEVANCE PROCEDURE

- 12.1 The term "grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, or group of individuals, the Union on behalf of an individual or group of individuals, or the Board.
- 12.2 The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Board and the Union, with the exception of Board-initiated grievances, which will proceed in accordance with Step Four, and shall be followed in its entirety:
- 12.2.1 Step One:
The aggrieved shall institute action under the provisions hereof within twenty (20) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall render a decision within five (5) working days after the grievance.

12.2.2 Step Two:

In the event that the grievance cannot be settled by Step One above, the written grievance may be filed with the Assistant Superintendent, or other person as designated by the Superintendent, within five (5) working days after the decision of the immediate supervisor. At this time, the written grievance must list the specific provision or provisions of this Agreement alleged to have been violated.

The Assistant Superintendent shall have eight (8) working days within which to answer the grievance.

12.2.3 Step Three:

If such grievance is not resolved by Step Two above, the aggrieved shall within five (5) working days after the response from the Assistant Superintendent, submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within ten (10) working days from the receipt of the grievance, and shall have ten (10) working days thereafter to reach a decision with respect thereto. If the Superintendent requires more time to set up a hearing, he/she shall notify the Union in writing of the necessity for extending the matter to a future date, which shall not be excessive. A representative of the Union shall attend such hearing.

12.2.4 Step Four:

12.2.4.1 If the grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred for final decision and determination to [an] impartial arbitrator by the employee and the Union. Either party, the Union or the Board, must make an official request for arbitration as outlined within thirty (30) days of the decision under Step Three; however, this time limit may be extended by mutual agreement by the Union and the Board.

12.2.4.2 Either party may refer the question to the New Jersey State Board of Mediation under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented that are involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

12.2.4.3 The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

12.2.4.4 The arbitrator shall set forth the findings of facts, conclusions of law, and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing.

12.2.4.5 The decision of the arbitrator shall be final and binding upon the parties.

12.3 The Board may institute action under the provisions of this Article within twenty (20) working days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union and an earnest effort shall be made to settle the differences between the Board and the Union. If such grievance is not settled, it may be submitted directly to Arbitration. Such submission shall be made not later than twenty (20) working days following the failure of the parties to resolve the differences.

12.4 Failure in any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that Step. Failure to raise a grievance within the time limits herein, shall be deemed to be an abandonment of the grievance. Time limitations may be extended by mutual agreement of both parties involved and must be reduced to writing.

12.5 Members of the bargaining unit shall be entitled to have a representative of the Union present at any stage of the grievance procedure. The Union shall be notified of the decision at each Step.

ARTICLE 13

WORK DAY, WORK WEEK, WORK YEAR

13.1 The work year for employees shall be on a ten (10) month basis, to be correlated with the amount of student days of which food service is provided as determined by the Board of Education, plus up to five (5) days before and/or after the student year, the actual number of days to be determined by the Cafeteria Supervisor.

13.2 It is understood that the Board may provide a summer food service program, in which event employees shall be selected by the Cafeteria Manager pursuant to Article 14 herein and shall work as required.

13.3 The work week shall consist of five (5) days, commencing on Monday through Friday, except as modified by the school calendar and natural/emergency events (e.g., inclement weather).

13.4 The work day shall be based on actual hours worked.

13.5 Employees working from four (4), but less than six (6) hours shall be entitled to a fifteen (15) minute paid rest period. Employees working six (6) hours or more shall be entitled to a thirty (30) minute paid rest period. This latter time period may be broken into two (2) separate rest periods.

- 13.6 If an employee is required to attend a meeting by the Board, such employee shall be paid at their regular straight time rate for such attendance.

ARTICLE 14
OVERTIME AND PREMIUM PAY

- 14.1 Employees working in excess of forty (40) hours per week and/or at catering functions outside their regularly scheduled hours shall be compensated at the rate of time and one-half (1-1/2) their regular pay.
- 14.2 Hours of work shall not be reduced during an established work week or work schedule solely for the purpose of avoiding overtime payment.
- 14.3 Overtime shall be divided as equally and as equitably as possible to all members of the bargaining unit, provided they are qualified to do the work. The principle of seniority will be utilized in determining the selection of employees for overtime work on a building-wide and classification-wide basis. The most senior employee shall be offered overtime next in a cycle of rotation until the list is exhausted. The cycle will then return to the most senior employee. Any employees refusing overtime in their turn shall lose their place on that cycle of the overtime list, and shall not be eligible until the next turn on the list.
- 14.4 Overtime shall be paid during the month following that in which the overtime is worked.
- 14.5 Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Employees working overtime shall be permitted to make such necessary notification to their homes and families.
- 14.6 Employees shall be expected to work a reasonable amount of overtime when requested.
- 14.7 Employees called in on holidays or Sundays shall receive double time pay.

ARTICLE 15
SENIORITY AND VOLUNTARY SEPARATION FROM EMPLOYMENT

- 15.1 Seniority shall be defined as length of continuous service in the bargaining unit and shall begin with the first day of employment.
- 15.2 In the case of making layoffs, the Board agrees to use seniority to the greatest extent possible.
- 15.3 In the case of promotions or voluntary transfers, the Board agrees to promote or transfer the most senior employee, provided that employee has the ability and qualifications to do the work. If at the end of a probationary period the Board decides that a promoted or voluntarily transferred employee cannot do the job, that employee shall be returned to the job from which the employee was promoted or transferred voluntarily with no loss of seniority.

- 15.4 Seniority shall be ended by:
- 15.4.1 a voluntary quit;
 - 15.4.2 a discharge, if sustained;
 - 15.4.3 failure to return to work in accordance with the terms of an approved leave of absence;
 - 15.4.4 a layoff for a period of twelve (12) months. (Preference shall be given in the event of an application for a vacancy.)
- 15.5 Full-time Bargaining Unit members shall give, in writing, 30 days notice of a voluntary separation of employment including, but not limited to resignations and retirements, except in an emergency or with serious extenuating circumstances. Part-time Bargaining Unit members shall give, in writing, 14 days notice of a voluntary separation of employment including, but not limited to resignations and retirements, except in an emergency or with serious extenuating circumstances.

ARTICLE 16
HEALTH BENEFIT INSURANCE

- 16.1 The Board agrees to provide, for each employee (and the immediate family*) who works twenty (20) hours or more per week, full coverage in the New Jersey Public and School Employees Health Benefit Plan at no cost to the employee. This Plan consists of Blue Cross, Blue Shield, Rider J coverage, plus supplementary Major Medical coverage.

*Defined as spouse and children living in the same household.

- 16.2 The Board agrees to provide, for each employee (and the immediate family*) who works twenty (20) hours or more per week, up to One Hundred and Eighty-Five Dollars (\$185.00) for prescription and/or optical reimbursement for 1989-90 and One Hundred and Eighty-Five Dollars (\$185.00) for 1990-91.

*Defined as spouse and children living in the same household.

- 16.3 The Board agrees to provide, for each employee (and the immediate family*) who works twenty (20) hours or more per week, Five Hundred and Thirty Seven Dollars for a Dental Plan for 1989-90 and for 1990-91 shall be fixed at the rates in effect during June 30, 1991 to reflect the full actual cost of the benefit per employee.

*Defined as spouse and children living in the same household.

- 16.4 The Board reserves the right to deny insurance coverage where an employee and his/her family is already covered by substantially similar coverage. This is not intended to abridge or deny coverage, but is intended to avoid duplication and unnecessary payments.
- 16.5 The Board reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE 17
CLOTHING

- 17.1 The Board shall provide to each regular kitchen worker a One Hundred and Fifty (\$150.00) Dollar clothing allowance for 1989-90 and 1990-91. The Board shall provide to each regular cafeteria aide a \$50.00 annual clothing allowance for 1989-90 and 1990-91.
- 17.2 Payments for regular kitchen workers' annual clothing allowance shall be made in two partial payments during the school year, i.e., one half on or about October 15 and one half on or about February 15. Payments for cafeteria aides' clothing allowance shall be made in one lump payment on or about October 15. Employees leaving prior to any one or more of these payment dates shall not be entitled to such payment(s). New employees commencing work after one or more of the regular kitchen workers' clothing allowance payment dates shall be entitled to not less than 50% of the clothing allowance or a pro rata share at 10% intervals, whichever is greater, conditioned upon successful completion of the probationary period.

ARTICLE 18
TRAVEL ALLOWANCE

- 18.1 Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

ARTICLE 19
LEAVES/VACATIONS

- 19.1 Upon written notice to the employer, an employee may apply for a leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty calendar days in advance, except in emergencies; however, the Board will consider exceptions for unforeseen circumstances. The application shall specify the requested length of time for the leave. Employees on leave are expected to return upon expiration of a leave. If an extension is to be requested by the employee, that employee shall give a minimum of fifteen (15) days notice of such request. In the event of extenuating circumstances, the notice period shall be reduced.
- 19.1.1 The leave may be extended by mutual agreement of the parties.
- 19.1.2 All leaves must be approved by the Board of Education.

- 19.2 Regular ten (10) month employees shall be granted up to ten (10) days sick leave each year, which shall be cumulative from year to year. Sick leave is accrued at the rate of one day per month for new employees. Existing employees shall be credited with up to 10 days per each new contract year; however, notwithstanding any other sick leave provisions in this contract, any employee who terminates his/her employment or is terminated prior to the end of a school year shall have a day deducted for each month (and/or greater portion thereof) that the employee will not be working. An intended absence shall be reported as soon as such intention is known to the employee.
- 19.3 Any employee who is absent five (5) consecutive days or more may be required to submit a note from his or her doctor showing that such employee is fit and able to return to work.
- 19.4 Should there be reasonable cause therefore, an employee at any time may be requested to submit to an appropriate examination by a Board-designated doctor at Board expense and upon reasonable notice.
- 19.4.1 At the option of the employee the examination may be made by a physician of his/her own choosing, approved by the Board.
- 19.5 All non-used sick days for a given year are applied to a bank.
- 19.5.1 When the total number of days reaches 60 then the Board will, at the end of the calendar year, reimburse a person for all days not used at the rate of 50% of their daily rate of pay that are over and above the 60 days and all such days shall then be forfeited.
- 19.5.2 When an employee leaves the district, except for a voluntary quit or disciplinary dismissal, the Board shall pay an amount equal to 60% of the daily rate of pay for each day in the bank, up to 60 days.
- 19.5.3 In no case shall the Board carry more than 60 days.
- 19.5.4 The Union and the Board agree to continue Article 19.5 for one more year, subject to cancellation by either party or renewal by agreement of both parties.
- 19.6 Any employees on authorized unpaid sick leave shall continue to have their health benefits (dental, prescription/optical reimbursement, state health benefits) premiums paid by the Board while on such authorized sick leave.
- 19.7 Only twelve month employees shall be entitled to a vacation with pay earned in accordance with the schedule noted below and is to be taken in the year subsequent in which it is earned.
- 19.7.1 One-four years completed equals two weeks paid vacation in accordance with the formula given below.
- 19.7.2 Five-ten years completed equals three weeks paid vacation in accordance with the formula given below.

- 19.7.3 Eleven years completed and over equals four weeks paid vacation in accordance with the formula given below.
- 19.7.4 The Board agrees to provide advance notice of vacation scheduling. During years 1-4, vacation days for each year shall accrue to the employee at the rate of 10/12 of a day for each month of employment.
- 19.7.5 During years 5-10, vacation days for each year shall accrue to the employee at the rate of 15/12 of a day for each month of employment.
- 19.7.6 During the 11th year and over, vacation days for each year shall accrue to the employee at the rate of 20/12 of a day for each month of employment.
- 19.7.7 Only in unusual circumstances will the Board consider vacation during the school year, i.e. between September 1 and June 30, except when it should fall during other recess periods, e.g., winter/spring breaks.
- 19.7.8 If the employee should leave employment with the Matawan-Aberdeen Regional Board of Education, vacation days accrued to him/her at the time of his/her leaving shall be calculated and he/she shall receive compensation for those vacation days.
- 19.7.9 No more than ten (10) vacation days may be transferred into a subsequent year and only by written request and with written approval by the appropriate Supervisor.
- 19.7.10 The cafeteria work calendar for twelve month employees shall be established by the Superintendent of Schools.

ARTICLE 20

BUMPING

- 20.1 The privilege of bumping shall be strictly limited to the following conditions and this section shall supercede all other sections of the contract:
 - 20.1.1 An employee who is RIFed may bump in accordance with the procedure described in paragraph 20.2 hereof.
 - 20.1.2 An employee whose position is abolished may bump in accordance with the procedure described in paragraph 20.2 hereof.
- 20.2
 - Category 1. Titles: Cook(s), Baker(s), Leader(s) and General Worker(s)
 - Category 2. Titles: Aide(s)
 - Category 3. Title: Food Truck Employee(s)/General Worker(s)

- 20.2.1 Within each category, employees shall bump other employees according to seniority; however, no employee shall bump an employee in another category regardless of prior experience in the other category(ies). In category 1, employees shall bump into the various titles only if they have had previous work experience in those titles, excepting that all titles in category 1 shall bump into the general worker title without prior work experience in that title.
- 20.3 In the event that the hours for a given position in a particular school(s) are reduced, then the least senior employee(s) in a given job title(s) at the school(s) involved shall be affected first and so on, or, at the option of the Board, all employees in a given title(s) at the school involved shall be affected equally (i.e., hourly time shall be reduced in a like amount for each employee(s)), or, the Board will attempt to make the hours of those employees in a given job title as uniform as possible with other employees at the same school and in the same job title. In the event that the hours are increased in a particular school(s), then the most senior employee(s) in a given job title at the school(s) involved shall be affected first and so on, or, at the option of the Board, all employees in a given title(s) shall be affected equally (i.e., hourly time shall be increased in a like amount for each employee(s)), or, the Board will attempt to make the hours of those employees in a given job title as uniform as possible with other employees at the same school and in the same job title.

ARTICLE 21

POSTING OF VACANCIES AND LONG-TERM SUBSTITUTES

- 21.1 Selection of employees to fill needed vacancies for special events or general vacancies shall be governed by seniority, provided the applicants are equally qualified. Persons shall be qualified for a position if the vacant position is a lateral or lower position. Lateral positions shall be cook, baker, and high school leader. Same title to same time is also considered lateral.
- 21.1.1 Initial needed vacancies shall be posted in writing for five (5) working days on internal bulletin boards. Persons shall bid for these needed vacancies by signing their names to the posting within the five (5) working day period. Selection shall be made by the above criteria. Where the posting results in the filling of a vacancy and this results in another needed vacancy, the above procedure will again be used and shall continue to be used until there are no further eligible bidders.
- 21.1.2 Where there are no further eligible bidders, the vacancies shall be posted in writing externally for a period of ten (10) working days.
- 21.2 Vacancy shall be defined as a position which is vacated by the separation of an employee who has done the work in a specific position or a newly created position; and, all such vacancies shall be in such positions as have been approved and have not been abolished in accordance with Board Policy.

- 21.3 Except in the case of an emergency, externally posted needed vacancies shall be posted and interviews shall be conducted and recommendations shall be made to the Board within 30 working days of the completion of the posting period or the first regular action meeting of the Board of Education following the expiration of the 30 working days, whichever is later.
- 21.4 Should a vacancy occur at term end, or if a vacancy becomes known during the summer layoff, all employees will be notified by mail by the Union who in turn shall have been notified by registered letter by the Board. The Board shall also post said vacancy on all appropriate bulletin boards and in one area newspaper.
- 21.5 In the event that a substitute is engaged and serves continuously for more than a period of 45 working days as a substitute for the same person, the pay of said substitute shall change effective with the 46th day of service from the substitute rate to the contractual rate for that position; and, said person shall be considered to have fulfilled the probationary period and shall be subject to the terms and conditions of the contract.
- 21.5.1 Notwithstanding the above, in the event of a resignation, a retirement, or any other type of termination, a vacancy shall be deemed to exist and the posting provisions of this Article shall apply.
- 21.5.2 Also, notwithstanding the above, following the return to work of the regular employee, the person who has substituted or filled the position shall be returned to the regular substitute list and shall be eligible for the substitute rate.

ARTICLE 22 TRANSFERS AND REASSIGNMENTS

- 22.1 No transfers or reassignments will be made for disciplinary purposes.
- 22.2 An employee, for reasons of hardship, may request a transfer or reassignment. The Board agrees that it will make reasonable efforts to accommodate such employee.

ARTICLE 23 SUCCESSORS AND ASSIGNS

- 23.1 This Agreement shall be binding upon the successors and assigns of the parties.

ARTICLE 24 JURY DUTY

- 24.1 When a member of the bargaining unit is summoned for jury duty, the Board shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work.

ARTICLE 25
BEREAVEMENT LEAVE

- 25.1 In the case of the death of a parent, brother, sister, husband, wife, child, or a relative who is a member of the immediate household of the employee, members of the bargaining unit will be excused without loss of pay from the day of the death to the day after the funeral, inclusive, provided the absence does not exceed five (5) school days.
- 25.2 In the case of a death of any of the following current relatives, the employee shall be excused for the day of the funeral without loss of pay: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild. In the event that any of the above are members of the immediate household, then the five day clause in paragraph 25.1 shall become effective.

ARTICLE 26
GUARANTEED HOURS

- 26.1 Employees who report to work without having been notified that the cafeteria is closed, shall be guaranteed either one-half (1/2) their scheduled hours work or pay in lieu thereof. Radio notification that school is closed shall constitute adequate notification.
- 26.2 Once employees begin their scheduled shift, they shall be guaranteed work or pay in lieu thereof for the duration of their scheduled hours, even upon the closing of the cafeteria.
- 26.3 The decision whether an employee shall be excused or shall work will be at the Supervisor's discretion.
- 26.4 Employees called in from home to work extra time shall be guaranteed a minimum of two (2) hours work or the pay equivalent thereto.

ARTICLE 27
HOLIDAYS/PERSONAL DAYS

- 27.1 All employees of the bargaining unit shall be entitled to eleven (11) paid holidays.
- 27.2 Payment shall be based on individual employees regularly scheduled hours. Listed below are the 11 paid holidays for the school year:
- | | |
|---------------------------|----------------------------------|
| a. Columbus Day | f. Martin Luther King's Birthday |
| b. Thanksgiving Day | g. Lincoln's Birthday |
| c. Day after Thanksgiving | h. Washington's Birthday |
| d. Christmas Day | i. Good Friday |
| e. New Year's Day | j. Memorial Day |
| | k. Veteran's Day |

- 27.3 Alternate days may be scheduled, by Board action on the School Calendar, for the above dates.
- 27.4 Employees shall have two (2) undesignated personal days per year. They shall suffer no loss of pay and no approval shall be required. These days shall be non-accumulative as personal days.
- 27.4.1 Employees shall give their supervisor at least one (1) week's notice. The supervisor, in his/her discretion, may waive the notice requirement only in the event of any extenuating circumstances.
- 27.4.2 Any unused undesignated personal day shall be added on to the individual's accumulated sick leave.
- 27.4.3 No more than one (1) kitchen worker at any elementary school or more than two (2) kitchen workers at the high school and no more than one (1) aide at any school may be out on any one (1) day without the prior approval of the supervisor and the superintendent's designee. Eligibility for leave shall be granted to those who submit their requests first, not on the basis of seniority.

ARTICLE 28 **WAGES**

- 28.1 All employees of the bargaining unit shall receive a seven and one half percent (7.5%) increase over the 1988-89 base rates. All employees of the bargaining unit shall receive a seven and one quarter (7.25%) increase over the 1989-90 base rates. The base rates shall be reflected in the attached salary schedule attached as Appendix I.
- 28.2 Any employee who works in a higher classification for a minimum of a full day shall receive the rate of that classification for the hours so worked.
- 28.3 Aides shall be paid for all hours worked, including those hours beyond their regularly scheduled hours, provided such work is authorized by their supervisor.
- 28.4 All employees shall be compensated at their regular rate of pay for any training required by the Board of Education. In addition, employees shall be eligible for travel reimbursement in regard to any such training.
- 28.5 All workers who have acquired fifteen (15) years of consecutive service in the district shall receive an additional \$175.00 as an annual longevity stipend to be paid in the last pay check of each school year or upon retirement if they retire in that fifteenth year.
- 28.6 In the event a substitute is not assigned for a temporary vacancy, then the wages normally that would have been paid to the substitute for that day(s) or a portion thereof, at the substitute's rate of pay, will be divided equally among all workers present at that work site on such day(s).

ARTICLE 29
TERM AND RENEWAL

- 29.1 This Agreement shall be in full force and effect as of July 1, 1989, and shall be in effect to and including June 30, 1991. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

APPENDIX I

<u>JOB CATEGORY</u>	<u>1989/90</u>	<u>1990/91</u>
High School Leader	\$ 10.40	\$ 11.15
Leaders	9.65	10.35
Cook	9.60	10.30
Baker	8.98	9.63
General Worker	8.52	9.14
General Worker (Part-time)	9.66	10.36
Food Truck Helper (Part-time)	8.92	9.57
Food Truck/General Worker	12.09	12.97
Aides	9.84	10.55

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at
Matawan, New Jersey, on this 29th day of June, 1989.

SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

James J. Rep.

James J. Rep.

WITNESS:

Emilia Hynes

Kathryn Donahue

Norma Decker

MATAWAN-ABERDEEN REGIONAL BOARD
OF EDUCATION, MONMOUTH COUNTY

BY:

Richard J. Brown

WITNESS:

Gracett Lee
